

| | | | |
|--------------------------|----------------------------------|------------------------|---|
| SERFF Tracking Number: | CNNA-125882023 | State: | Arkansas |
| Filing Company: | The Cincinnati Insurance Company | State Tracking Number: | EFT \$50 |
| Company Tracking Number: | CCP-08-6020-AR | | |
| TOI: | 01.0 Property | Sub-TOI: | 01.0001 Commercial Property (Fire and Allied Lines) |
| Product Name: | CCP-08-6020-AR | | |
| Project Name/Number: | / | | |

Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CCP-08-6020-AR

TOI: 01.0 Property

Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Filing Type: Form

SERFF Tr Num: CNNA-125882023 State: Arkansas

SERFF Status: Closed

Co Tr Num: CCP-08-6020-AR

Co Status:

Author: Sharon Whitaker

Date Submitted: 10/31/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Disposition Date: 11/03/2008

Disposition Status: Approved

Effective Date Requested (New): 05/01/2009

Effective Date Requested (Renewal): 05/01/2009

Effective Date (New): 01/01/2009

Effective Date (Renewal): 01/01/2009

State Filing Description:

General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 11/03/2008

State Status Changed: 10/31/2008

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file forms per the attached explanatory memorandum.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Final printed copies are attached for your review.

Please be advised that we work on a 90-days-in-advance schedule. As a result, we would appreciate your approval by

| | | | |
|---------------------------------|---|-------------------------------|--|
| <i>SERFF Tracking Number:</i> | <i>CNNA-125882023</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>The Cincinnati Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>CCP-08-6020-AR</i> | | |
| <i>TOI:</i> | <i>01.0 Property</i> | <i>Sub-TOI:</i> | <i>01.0001 Commercial Property (Fire and Allied Lines)</i> |
| <i>Product Name:</i> | <i>CCP-08-6020-AR</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

February 1, 2009 for the software to be mailed to our agents on March 1, 2009 for the effective date of May 1, 2009.

Your approval is respectfully requested for use on policies effective on or after May 1, 2009.

Company and Contact

Filing Contact Information

Sharon Grubbs, Senior Filings Analyst
6200 S. Gilmore Road
Fairfield, OH 45014

sharon_grubbs@cinfin.com
(513) 870-2091 [Phone]

Filing Company Information

The Cincinnati Insurance Company
6200 S. Gilmore Road
Fairfield, OH 45014
(513) 870-2000 ext. [Phone]

CoCode: 10677
Group Code: 244
Group Name:
FEIN Number: 31-0542366

State of Domicile: Ohio
Company Type:
State ID Number:

Filing Fees

| | |
|------------------|---------|
| Fee Required? | Yes |
| Fee Amount: | \$50.00 |
| Retaliatory? | No |
| Fee Explanation: | |
| Per Company: | No |

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|----------------------------------|---------|----------------|---------------|
| The Cincinnati Insurance Company | \$50.00 | 10/31/2008 | 23632698 |

| | | | |
|---------------------------------|---|-------------------------------|--|
| <i>SERFF Tracking Number:</i> | <i>CNNA-125882023</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>The Cincinnati Insurance Company</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>CCP-08-6020-AR</i> | | |
| <i>TOI:</i> | <i>01.0 Property</i> | <i>Sub-TOI:</i> | <i>01.0001 Commercial Property (Fire and Allied Lines)</i> |
| <i>Product Name:</i> | <i>CCP-08-6020-AR</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|---------------|-------------------|-------------------|-----------------------|
| Approved | Llyweyia Rawlins | 11/03/2008 | 11/03/2008 |

Filing Notes

| Subject | Note Type | Created By | Created On | Date Submitted |
|--------------------------|------------------|-------------------|-------------------|-----------------------|
| Effective Date of Filing | Note To Filer | Llyweyia Rawlins | 10/31/2008 | 10/31/2008 |

SERFF Tracking Number: *CNNA-125882023*

State: *Arkansas*

Filing Company: *The Cincinnati Insurance Company*

State Tracking Number: *EFT \$50*

Company Tracking Number: *CCP-08-6020-AR*

TOI: *01.0 Property*

Sub-TOI: *01.0001 Commercial Property (Fire and Allied
Lines)*

Product Name: *CCP-08-6020-AR*

Project Name/Number: */*

Disposition

Disposition Date: 11/03/2008

Effective Date (New): 01/01/2009

Effective Date (Renewal): 01/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125882023 State: Arkansas

Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CCP-08-6020-AR

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: CCP-08-6020-AR

Project Name/Number: /

| Item Type | Item Name | Item Status | Public Access |
|---------------------|---|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | MEMORANDUM | Approved | Yes |
| Form | CONDOMINIUM ASSOCIATION PROPERTY COVERAGE ENHANCEMENT | Approved | Yes |
| Form | CONDOMINIUM COMMERCIAL UNIT- OWNERS PROPERTY COVERAGE ENHANCEMENT | Approved | Yes |
| Form | MORTGAGE HOLDER'S INSURANCE COVERAGE PART DECLARATIONS | Approved | Yes |
| Form | COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS | Approved | Yes |

SERFF Tracking Number: *CNNA-125882023* *State:* *Arkansas*
Filing Company: *The Cincinnati Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CCP-08-6020-AR*
TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*

Product Name: *CCP-08-6020-AR*
Project Name/Number: /

Note To Filer

Created By:

Llyweyia Rawlins on 10/31/2008 10:45 AM

Subject:

Effective Date of Filing

Comments:

Hello Sharon

In reviewing your filing, I have noticed that you have two conflicting effective dates.
The Uniform Transmittal states effective 01/01/2009 and the General Information tab states 05/01/2009.
I need to know the correct effective date before I approve this filing.

Sincerely,
Llyweyia Rawlins

SERFF Tracking Number: CNNA-125882023 State: Arkansas

Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CCP-08-6020-AR

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: CCP-08-6020-AR

Project Name/Number: /

Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|--|---------|--------------|----------------------------------|----------------------|-------------|-----------------------|
| Approved | CONDOMINIUM ASSOCIATION PROPERTY COVERAGE ENHANCEMENT | FA 4076 | 04 08 | Endorsement/Amendment/Conditions | | 0.00 | FA4076 04-08.pdf |
| Approved | CONDOMINIUM COMMERCIAL UNIT-OWNERS PROPERTY COVERAGE ENHANCEMENT | FA 4077 | 04 08 | Endorsement/Amendment/Conditions | | 0.00 | FA4077 04-08.pdf |
| Approved | MORTGAGE HOLDER'S INSURANCE COVERAGE PART DECLARATIONS | FA 505 | 07 08 | Declaration New s/Schedule | | 0.00 | FA505 07-08 ECLAS.pdf |
| Approved | COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS | FM 502 | 07 08 | Declaration New s/Schedule | | 0.00 | FM502 07-08 ECLAS.pdf |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ASSOCIATION PROPERTY COVERAGE ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Covered Property

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 1. Covered Property** is deleted in its entirety and replaced by the following:

1. Covered Property

Covered Property, as used in this Coverage Part, means the following types of property for which a Limit of Insurance is shown in the Declarations:

a. Building

Building, means the building or structure described in the Declarations, including:

- (1)** Completed additions;
- (2)** Fixtures, not contained within individual units, including outdoor fixtures;
- (3)** Permanently installed:
 - (a)** Machinery and equipment;
 - (b)** Building glass, including any lettering and ornamentation;
 - (c)** Signs attached to a building or structure that is Covered Property;
 - (d)** Awnings and canopies;
- (4)** Personal property owned by you that is used to maintain or service a covered building or its "premises", including:
 - (a)** Fire extinguishing equipment;
 - (b)** Outdoor furniture;
 - (c)** Floor coverings; and
 - (d)** Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering; but excluding such items if contained in individual units;

- (5)** If not covered by other insurance:

- (a)** Additions under construction, alterations and repairs to a covered building;
- (b)** Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the "premises", used for making additions, alterations or repairs to a covered building.

- (6)** Any of the following types of property contained within a unit, regardless of ownership, provided your Condominium Association agreement requires you to insure it:

- (a)** Fixtures, improvements and alterations that are a part of the buildings or structures; and
- (b)** Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

However, Buildings do not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

b. Outdoor Signs

Your outdoor signs permanently installed and not attached to a covered building, and located within 1,000 feet of the "premises".

c. Outdoor Fences

Your outdoor fences.

d. Business Personal Property

Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the

"premises". Your Business Personal Property consists of the following unless otherwise specified in the Declarations or in the **BUSINESS PERSONAL PROPERTY - SEPARATION OF COVERAGE ENDORSEMENT**.

- (1) Furniture;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you or indivisibly owned by all unit-owners and used for the benefit of the Condominium Association and its members;
- (5) The cost of labor, materials or services furnished or arranged by you on personal property of others;
- (6) Sales samples;
- (7) Leased personal property used in your business for which you have a contractual responsibility to insure. Such leased property is not considered personal property of others in your care, custody or control;
- (8) Personal Property of Others that is in your care, custody or control or for which you are legally liable.

Business personal property does not include:

- (1) Personal effects owned by you, your officers, your partners, or if you are a limited liability company, your members or your managers, or your employees (including leased and temporary workers), except as provided in **5. Coverage Extensions, i. Personal Effects**;
- (2) Personal property owned solely by a unit-owner, unless it is in your care, custody or control as provided in Paragraph d. (8) above.

B. Expenses to Restore Land

1. For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered, h. Land, Water or Growing Crops** is deleted in its entirety and replaced by the following:

Except as provided in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 4. Additional Coverages**, land (including land on which the property is located), water, growing crops or lawns;

2. **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 4. Additional Coverages**, is amended to include the following:

Land

- (1) We will pay for the expenses you incur to replace, stabilize or otherwise restore the land necessary to support the covered buildings or structures which sustain a Covered Cause of Loss.
- (2) We will not pay to replace, stabilize or otherwise restore the land damaged by a "sinkhole collapse".

The most we will pay for "loss" under this Additional Coverage is \$10,000 in any one occurrence for each "premises".

C. Fire Protection Equipment Recharge - Actual Expenses Incurred

For this endorsement only, the last paragraph in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 4. Additional Coverages, d. Fire Protection Equipment Recharge** is deleted in its entirety and replaced by the following:

This Coverage is in addition to the Limits of Insurance shown in the Declarations.

D. Accounts Receivable

For this endorsement only, the last paragraph in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, a. Accounts Receivables** is deleted in its entirety and replaced by the following:

The most we will pay for "loss" under this Coverage Extension is \$50,000 in any one occurrence.

E. Newly Acquired or Constructed Property

For this endorsement only, in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, i. Newly Acquired or Constructed Property**, Paragraph (3)(b), the number 90 is deleted and replaced by the number 180.

F. Property Off Premises

For this endorsement only, in **BUILDING AND PERSONAL PROPERTY COVERAGE**

FORM, SECTION A. COVERAGE, 5. Coverage Extensions, m. Property Off Premises, the last 2 paragraphs are deleted in their entirety and replaced by the following:

The most we will pay for "loss" under this Coverage Extension is \$15,000 in any one occurrence.

The Limit of Insurance provided by this Coverage Extension does not apply per location.

G. Signs

For this endorsement only, the middle paragraph in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, n. Signs** is deleted in its entirety and replaced by the following:

The most we will pay for "loss" under this Coverage Extension is \$10,000 in any one occurrence.

H. Transportation

For this endorsement only, in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, p. Transportation**, the second paragraph is deleted in its entirety and replaced by the following:

The most we will pay for "loss" under this Coverage Extension is \$15,000 in any one occurrence.

I. Other Structures

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions** is amended to include the following:

Other Structures

- (1) You may extend the insurance provided by this Coverage Part for Buildings to cover all buildings and structures used for garaging of automobiles, storage, maintenance, or incidental recreational purposes provided that such buildings or structures are located at the "premises".
- (2) This Coverage Extension does not apply to the following:
 - (a) Buildings or structures used for or in connection with mercantile or manufacturing operations;
 - (b) Community clubhouses, swimming pools; and
 - (c) Docks, piers and wharves.

The most we will pay for "loss" under this Coverage Extension is \$25,000 in any one

occurrence. The Limit of Insurance provided by this Coverage Extension does not apply per location.

J. Maintenance Fees Receivables

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions** is amended to include the following:

Maintenance Fees Receivables

- (1) We will pay you for maintenance fees you are unable, after reasonable effort, to collect from the unit-owner whose unit is rendered untenantable due to a Covered Cause of Loss occurring during the "coverage term".
- (2) This Coverage Extension applies only to fees which become due during the time reasonably required to restore the damaged units to a tenantable condition.

The most we will pay for "loss" under this Coverage Extension is \$100,000 in any one occurrence.

K. Insurance Trustee

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION D. LOSS CONDITIONS, 4. Loss Payment** is amended to include the following:

For "loss" covered by this Coverage Part, if you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

L. Mortgage Holders

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 2. Mortgage Holders** is deleted in its entirety and replaced by the following:

- a. The term "mortgagee holder" includes trustee.
- b. If the Condominium Association is terminated, we will pay for covered "loss" to buildings or structures to each mortgage holder shown on the Declarations in their order of precedence, as their interests may appear.

In all other respects, we will pay for "loss" to buildings or structures to you or the designated insurance trustee in accordance with the Loss Conditions contained in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION D. LOSS CONDITIONS, 4. Loss Payment**.

- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn Proof of Loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any "loss" and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this Coverage Part, we will give written notice to the mortgage holder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this Coverage Part, we will give written notice to the

mortgage holder at least 30 days before the expiration date of this Coverage Part.

M. Amendment of Coverage Part Conditions

- 1. For this endorsement only, **COMMERCIAL PROPERTY CONDITIONS, I. Transfer of Rights of Recovery Against Others to Us** is amended to include the following:

We waive any rights to recover payment against:

- a. Any unit-owner, including the developer, and members of his or her household;
- b. The Condominium Association; and
- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our rights to recover damages from the developer for which he or she may be held liable in his or her capacity as a developer.

- 2. For this endorsement only, **COMMERCIAL PROPERTY CONDITIONS** is amended to include the following:

No act or omission by any unit-owner will void the Coverage Part or be a condition to recovery under this Coverage Part. But this does not apply to unit-owners acting within the scope of their authority on behalf of the Condominium Association.

- 3. For this endorsement only, **COMMERCIAL PROPERTY CONDITIONS, G. Other Insurance** is deleted in its entirety and replaced by the following:

- 1. If a unit-owner has other insurance covering the same property as this endorsement, this insurance is primary and will not contribute with such other insurance.
- 2. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered "loss". Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- 3. If there is other insurance covering the same "loss", other than that described in 1. and 2. above, we will pay only for the amount of covered "loss" in excess of the amount due

from that other insurance, whether you can collect on it or not. **However, we will not reimburse any deductible or difference between Actual Cash Value and Replacement Cost valuations.** We will not pay more than the applicable Limit of Insurance.

4. For this endorsement only, **COMMON POLICY CONDITIONS, A. Cancellation, 2.** is deleted in its entirety and replaced by the following:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM COMMERCIAL UNIT-OWNERS PROPERTY COVERAGE ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

Schedule of Optional Coverages

| Coverage | Loc. Number | Bldg. Number | Limit of Insurance |
|----------|-------------|--------------|--------------------|
|----------|-------------|--------------|--------------------|

Loss Assessment

Miscellaneous Real Property

Deductibles

Loss Assessment: \$500 deductible per occurrence

Miscellaneous Real Property: \$500 unless otherwise indicated as \$ _____

A. Covered Property

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 1. Covered Property** is deleted in its entirety and replaced by the following:

1. Covered Property

Covered Property, as used in this Coverage Part, means the following types of property described in this Section **A.1.**, and limited in **A.2. Property Not Covered**, for which a Limit of Insurance is shown in the Declarations:

a. Business Personal Property

Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the "premises". Your Business Personal Property consists of the following unless otherwise specified in the Declarations or in the **BUSINESS PERSONAL PROPERTY - SEPARATION OF COVERAGE ENDORSEMENT**.

- (1) Furniture;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Your use interest as unit-owner in fixtures, improvements, installations, additions and alterations:
 - (a) Made a part of your unit or the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (6) The cost of labor, materials or services furnished or arranged by you on personal property of others;
- (7) Leased personal property used in your business for which you have a contractual responsibility to insure. Such leased property

is not considered personal property of others in your care, custody or control;

- (8) Personal Property of Others that is in your care, custody or control or for which you are legally liable;
- (9) Sales samples; and
- (10) If contained within a unit, whether owned by you or the Condominium Association, appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

Business personal property does not include personal effects owned by you, your officers, your partners, or if you are a limited liability company, your members or your managers, or your employees (including leased and temporary workers), except as provided in **5. Coverage Extensions, l. Personal Effects**.

B. Amendment to Property Not Covered

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 2. Property Not Covered** is amended to include the following:

Any of the following types of property contained within a unit, regardless of ownership, provided your Condominium Association agreement requires the Association to insure it:

- (1) Fixtures, improvements, installations, additions, and alterations that are a part of the building; and
- (2) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

C. Fire Protection Equipment Recharge - Actual Expenses Incurred

For this endorsement only, the last paragraph in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 4. Additional Coverages, d. Fire Protection Equipment Recharge** is deleted in its entirety and replaced by the following:

This Coverage is in addition to the Limits of Insurance shown in the Declarations.

D. Accounts Receivable

For this endorsement only, the last paragraph in **BUILDING AND PERSONAL PROPERTY**

COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, a. Accounts Receivables is deleted in its entirety and replaced by the following:

The most we will pay for "loss" under this Coverage Extension is \$50,000 in any one occurrence.

E. Newly Acquired or Constructed Property

For this endorsement only, in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, i. Newly Acquired or Constructed Property**, Paragraph (3)(b), the number 90 is deleted and replaced by the number 180.

F. Property Off Premises

For this endorsement only, in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, m. Property Off Premises**, the last 2 paragraphs are deleted in their entirety and replaced by the following:

The most we will pay for "loss" under this Coverage Extension is \$15,000 in any one occurrence.

The Limit of Insurance provided by this Coverage Extension does not apply per location.

G. Signs

For this endorsement only, the middle paragraph in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, n. Signs** is deleted in its entirety and replaced by the following:

The most we will pay for "loss" under this Coverage Extension is \$10,000 in any one occurrence.

H. Transportation

For this endorsement only, in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions, p. Transportation**, the second paragraph is deleted in its entirety and replaced by the following:

The most we will pay for "loss" under this Coverage Extension is \$15,000 in any one occurrence.

I. Insurance Trustee

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION D. LOSS CONDITIONS, 4. Loss Payment** is amended to include the following:

For "loss" covered by this policy, if you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

J. Mortgage Holders

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION E. ADDITIONAL CONDITIONS, 2. Mortgage Holders** is deleted in its entirety and replaced by the following:

- a. The term "mortgagee holder" includes trustee.
- b. We will pay for covered "loss" to Covered Property to each mortgage holder shown on the Declarations in their order of precedence, as their interests may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on Covered Property.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn Proof of Loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any "loss" and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this Coverage Part, we will give written notice to the mortgage holder at least 30 days before the effective date of cancellation.
- g. If we elect not to renew this Coverage Part, we will give written notice to the mortgage holder at least 30 days before the expiration date of this Coverage Part.

K. Amendment of Coverage Part Conditions

For this endorsement only, **COMMERCIAL PROPERTY CONDITIONS, G. Other Insurance** is deleted in its entirety and replaced by the following:

1. The Condominium Association may have other insurance covering the same property as this Coverage Part. In such case, the coverages provided by this Coverage Part are excess of that Condominium Association insurance and will not contribute with such other insurance.
2. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered "loss". Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
3. If there is other insurance covering the same "loss", other than that described in 1. and 2. above, we will pay only for the amount of covered "loss" in excess of the amount due from that other insurance, whether you can collect on it or not. **However, we will not reimburse any deductible or difference between Actual Cash Value and Replacement Cost valuations.** We will not pay more than the applicable Limit of Insurance.

L. Amendment of Common Policy Conditions

For this endorsement only, **COMMON POLICY CONDITIONS, A. Cancellation, 2.** is deleted in its entirety and replaced by the following:

We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

M. Loss Assessment Coverage

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions** is amended to include the following:

Loss Assessment

When a Limit of Insurance is shown on the Schedule or in the Declarations for Loss Assessment Coverage:

- (1) We will pay for your share of an assessment charged to all unit-owners by the Condominium Association, when the assessment is made;
 - (a) During the policy period shown in the Declarations; and
 - (b) As a result of direct physical "loss" to property in which each unit-owner has an undivided interest, if such "loss" is caused by a Cause of Loss covered under this policy.
- (2) The most we will pay for each assessment is the Loss Assessment Limit of Insurance for the applicable unit. But we will not pay more than \$1,000 per scheduled unit for an assessment that results from a deductible in the insurance purchased by the Condominium Association.
- (3) We will not pay for a Loss Assessment that arises from any one occurrence until the amount of Loss Assessment exceeds the Deductible shown in the Schedule of this endorsement per scheduled unit. We will then pay the amount of Loss Assessment in excess of that Deductible, up to the applicable Loss Assessment Limit of Insurance. No other deductible in this policy applies to Loss Assessment Coverage.

N. Miscellaneous Real Property

For this endorsement only, **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 5. Coverage Extensions** is amended to include the following:

Miscellaneous Real Property

When a Limit of Insurance is shown on the Schedule or in the Declarations for Miscellaneous Real Property:

- (1) The following is added to **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, SECTION A. COVERAGE, 1. Covered Property**:

Miscellaneous Real Property

Miscellaneous real property means condominium property that is not included under your Business Personal Property; and either

- (a) Pertains to your condominium unit only; or
 - (b) You have a duty to insure according to the Condominium Association agreement.
- (2) The most we will pay for "loss" in any one occurrence is the Miscellaneous Real Property Limit of Insurance shown in the Schedule or the Declarations.
- (3) We will not pay for a "loss" in any one occurrence until the amount of "loss" exceeds the lesser of:
 - (a) \$500; or
 - (b) The Deductible shown in the Schedule of this endorsement. We will then pay the amount of "loss" in excess of that Deductible, up to the applicable Limit of Insurance. No other deductible in this Coverage Part applies to Miscellaneous Real Property.
- (4) The Condominium Association may have other insurance covering the same property as this Coverage Part. If it does, we will only pay the excess over what should have been received from that other property insurance. We will pay the excess whether the other insurance can be collected or not.

THE CINCINNATI INSURANCE COMPANY
A Stock Insurance Company
MORTGAGE HOLDER'S INSURANCE COVERAGE
PART DECLARATIONS

Attached to and forming part of POLICY NUMBER:
Named Insured is the same as it appears in the Common Policy Declarations.

PREMIUM FOR THIS COVERAGE FORM \$

| COVERAGE | | LIMITS OF INSURANCE | |
|----------|---|---------------------|--|
| A. | Mortgage Holder's Interest | | |
| | "Type A Mortgages" | \$ | Per Mortgage |
| | "Type B Mortgages" | \$ | Per Mortgage |
| | The Limit of Insurance for Type A and Type B combined shall not exceed: | \$ | Per Occurrence |
| B. | Property Owned Or Held in Trust | \$ | Per Trust |
| | | \$ | Per Occurrence |
| | Fungi, Wet Rot, Dry Rot, and Bacteria (Coverages A. and B.) | \$ | Per Mortgage / Trust |
| | | | (Subject to the Per Occurrence Limit of Coverages A. and B.) |
| C. | Mortgage Holder's Liability | \$ | Each Wrongful Act |
| | | \$ | Aggregate |

DEDUCTIBLES

COVERAGES A. AND B.

\$500 applies unless otherwise indicated \$ Per Occurrence

COVERAGE C.

\$ Each Wrongful Act

RETROACTIVE DATE:

FORMS AND / OR ENDORSEMENTS APPLICABLE TO MORTGAGE HOLDER'S INSURANCE COVERAGE PART:

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER:

Named Insured is the same as it appears on the Common Policy Declarations unless otherwise stated here.

Loc. (address)

| COVERAGE PROVIDED | | | | | OPTIONAL COVERAGES | | | | | | |
|-------------------|----------|--------|------------------|-----------------------------|---------------------------------------|------------------------------|---|------------------------|--------------------------------|--------------------------|------------------------------|
| | | | | | Applicable only when an entry is made | | | | | | |
| Item | Coverage | Limits | Coin- surance | Covered Cause Of Loss | Business Income Indemnity | | | | | | |
| | | | | | | | | | | | |
| | | | | | Inflation Guard (%) | Replace- ment Cost (x) | Replace- ment Cost Incl. Stock (x) | Agreed Value (x) | Monthly Limit (fraction) | Maximum Period (X) | Extended Period (Days) |

DEDUCTIBLE: \$500,00 unless otherwise stated \$

MORTGAGE HOLDER

Item Name and Address

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

SERFF Tracking Number: *CNNA-125882023*

State: *Arkansas*

Filing Company: *The Cincinnati Insurance Company*

State Tracking Number: *EFT \$50*

Company Tracking Number: *CCP-08-6020-AR*

TOI: *01.0 Property*

Sub-TOI: *01.0001 Commercial Property (Fire and Allied
Lines)*

Product Name: *CCP-08-6020-AR*

Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

| | | | |
|--------------------------|----------------------------------|------------------------|---|
| SERFF Tracking Number: | CNNA-125882023 | State: | Arkansas |
| Filing Company: | The Cincinnati Insurance Company | State Tracking Number: | EFT \$50 |
| Company Tracking Number: | CCP-08-6020-AR | | |
| TOI: | 01.0 Property | Sub-TOI: | 01.0001 Commercial Property (Fire and Allied Lines) |
| Product Name: | CCP-08-6020-AR | | |
| Project Name/Number: | / | | |

Supporting Document Schedules

| | | | | |
|-------------------------|--|-----------------------|----------|------------|
| Satisfied -Name: | Uniform Transmittal Document-Property & Casualty | Review Status: | Approved | 11/03/2008 |
| Comments: | | | | |
| Attachments: | | | | |
| | F777AR_CCP-08-6020-AR.pdf | | | |
| | F778AR_307 CCP-08-6020-AR.pdf | | | |

| | | | | |
|-------------------------|----------------------|-----------------------|----------|------------|
| Satisfied -Name: | MEMORANDUM | Review Status: | Approved | 11/03/2008 |
| Comments: | | | | |
| Attachment: | | | | |
| | CCP-08-6020-AR F.pdf | | | |

Property & Casualty Transmittal Document

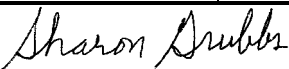
| | | |
|---|---|--|
| 1. Reserved for Insurance Dept. Use Only | 2. Insurance Department Use only | |
| | a. Date the filing is received: | |
| | b. Analyst: | |
| | c. Disposition: | |
| | d. Date of disposition of the filing: | |
| | e. Effective date of filing: | |
| | New Business | |
| | Renewal Business | |
| | f. State Filing #: | |
| | g. SERFF Filing #: | |
| h. Subject Codes | | |

| | |
|----------------------------------|---------------------|
| 3. Group Name | Group NAIC # |
| The Cincinnati Insurance Company | 0244 |

| 4. Company Name(s) | Domicile | NAIC # | FEIN # | State # |
|----------------------------------|----------|------------|------------|---------|
| The Cincinnati Insurance Company | Ohio | 0244-10677 | 31-0542366 | 03 |
| | | | | |
| | | | | |
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| | | | | |
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| | |
|-----------------------------------|-----------------------|
| 5. Company Tracking Number | CCP-08-6020-AR |
|-----------------------------------|-----------------------|

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

| 6. Name and address | Title | Telephone #s | FAX # | e-mail |
|---|--------------------------|--|--------------|--------------------------|
| 6200 South Gilmore Road Fairfield, Ohio 45014-5141 | Senior Filing Specialist | 513-870-2091 | 513-888-8884 | Sharon_grubbs@cinfin.com |
| 7. Signature of authorized filer | |  | | |
| 8. Please print name of authorized filer | | Sharon Grubbs | | |

Filing information (see General Instructions for descriptions of these fields)

| | |
|---|--|
| 9. Type of Insurance (TOI) | COMMERCIAL PROPERTY |
| 10. Sub-Type of Insurance (Sub-TOI) | COMMERCIAL PROPERTY |
| 11. State Specific Product code(s) (if applicable)[See State Specific Requirements] | n/a |
| 12. Company Program Title (Marketing title) | n/a |
| 13. Filing Type | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. Effective Date(s) Requested | New: 01/01/2009 Renewal: 01/01/09 |
| 15. Reference Filing? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16. Reference Organization (if applicable) | n/a |
| 17. Reference Organization # & Title | n/a |
| 18. Company's Date of Filing | 10/31/08 |
| 19. Status of filing in domicile | <input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved |

Property & Casualty Transmittal Document—

| | | |
|------------|--|----------------|
| 20. | This filing transmittal is part of Company Tracking # | CCP-08-6020-AR |
|------------|--|----------------|

| | |
|------------|--|
| 21. | Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text] |
|------------|--|

See Memorandum

| | |
|---|---|
| 22. | Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below] |
| <p>Check #: EFT FILING Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p> | |

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|--|---|--|---|
| 1. | This filing transmittal is part of Company Tracking # | | CCP-08-6020-AR | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | | N/A | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement or Withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
| 01 | CONDOMINIUM ASSOCIATION PROPERTY COVERAGE ENHANCEMENT | FA 4076 04 08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 02 | CONDOMINIUM COMMERCIAL UNIT- OWNERS PROPERTY COVERAGE | FA 4077 04 08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 03 | MORTGAGE HOLDER'S INSURANCE COVERAGE PART DECLARATIONS | FA 505 07 08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 04 | COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS | FM 502 07 08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 05 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 06 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 07 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 08 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 09 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 10 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

**ARKANSAS
DIVISION FIVE - COMMERCIAL PROPERTY
FORMS MEMORANDUM**

| NEW FORM | OLD/WITHDRAWN FORM | TITLE/DESCRIPTION OF CHANGE |
|-----------------|-------------------------------|---|
| FA 4076 04 08 | ----- | <p>CONDOMINIUM ASSOCIATION PROPERTY COVERAGE ENHANCEMENT</p> <p>This enhancement endorsement is similar to ISO's CP 00 17 - Condominium Association Coverage Form. It is attached to Cincinnati's form FM 101 - Building and Personal Property Coverage Form (Including Special Causes of Loss).</p> |
| FA 4077 04 08 | ----- | <p>CONDOMINIUM COMMERCIAL UNIT-OWNERS PROPERTY COVERAGE ENHANCEMENT</p> <p>This enhancement endorsement is similar to ISO's CP 00 18 - Condominium Commercial Unit-Owners Coverage Form including CP 04 18 - Condominium Commercial Unit-Owners Optional Coverages (loss assessment coverage and miscellaneous real property coverage). It is attached to Cincinnati's form FM 101 - Building and Personal Property Coverage Form (Including Special Causes of Loss).</p> |
| FA 505 07 08 | ----- | <p>MORTGAGE HOLDER'S INSURANCE COVERAGE PART DECLARATIONS</p> <p>Form created for new policy issuance system (e-CLAS®). Other than formatting, it is the same as our currently filed FA 502.</p> |
| FM 502 07 08 | ----- | <p>COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS</p> <p>Form created for new policy issuance system (e-CLAS®). Other than formatting, it is the same as our currently filed FM 501.</p> |